

ZB# 97-16

Joseph Santillo

33-1-24

#97-16 - Santillo, Joseph

33-1-24 - Deck/Shed Area

Preliminary
April 14, 1997.

Photos

Notice to Santillo 4/14/97
Deck/Shed - Deck out 4/16/97
Fickner Decker.

Public Hearing:

April 28, 1997.

Decker
Fickner

Refund \$198.50

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12553

General Receipt

16256

April 16 1997

Received from Pamela Santoro \$ 50.00

Fifty and 00/100 DOLLARS

For Spring Board #97-16

DISTRIBUTION:

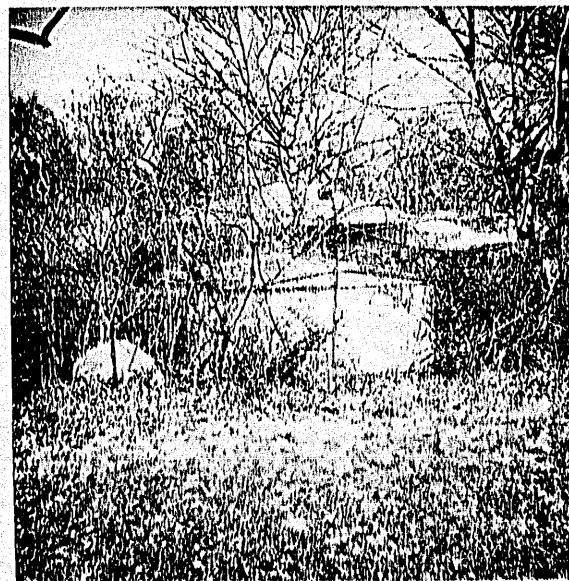
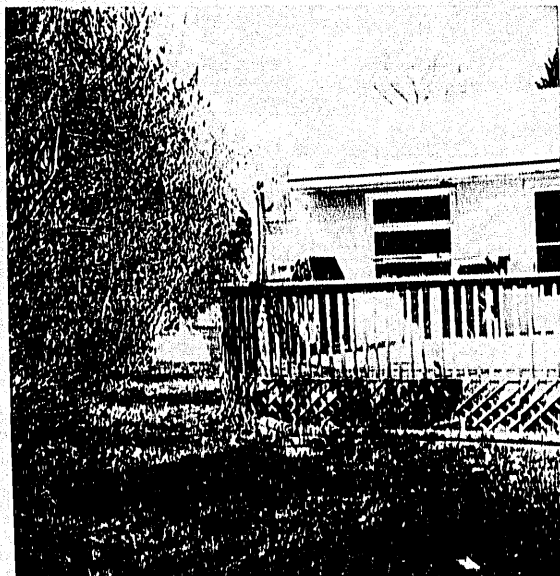
FUND	CODE	AMOUNT
CR # 961		50.00

By Dorothy Hansen

Town Clerk

TITLE

WILLIAMSON LAW BOOK CO., VICTOR, NY 14564



DISTRIBUTION:

FUND	CODE	AMOUNT
CR # 961		50.00

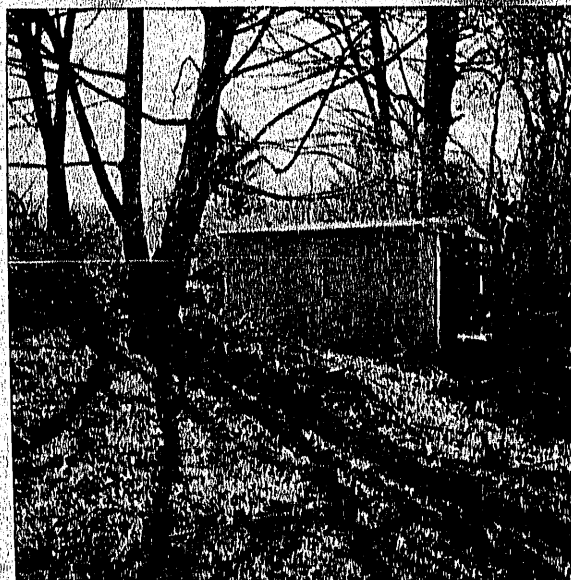
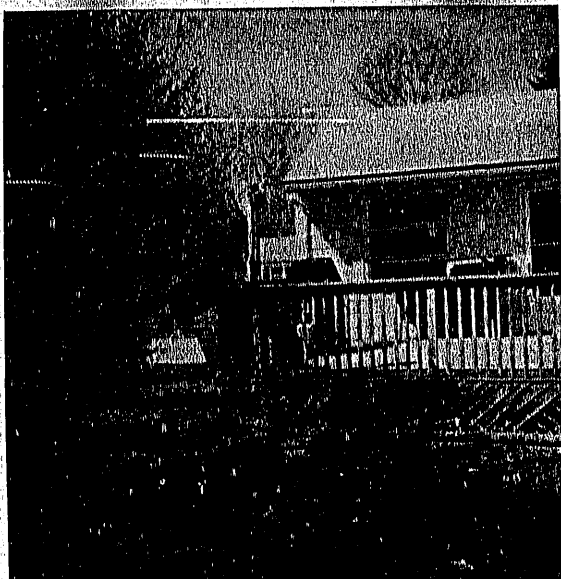
WILLIAMSON LAW BOOK CO., VICTOR, NY 14584

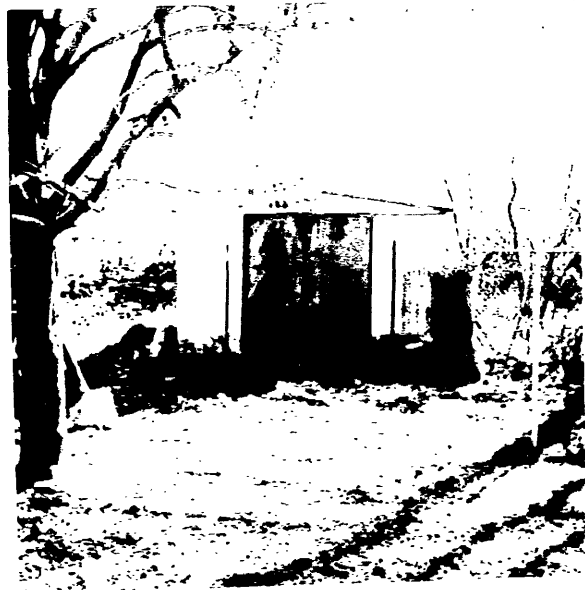
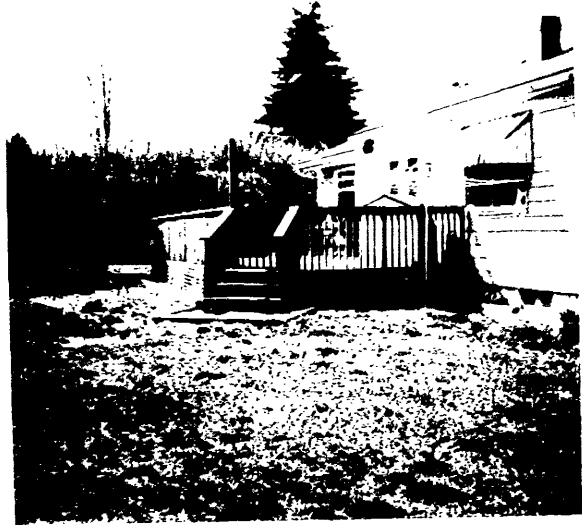
By

Dorothy Hansen

Town Clerk

TITLE





APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Samuellos Jos. & Fam.

FILE# 97-16

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

INTERPRETATION: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE \$ 50.00 paid
Ck # 961 4/15/97

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00 paid -
4/15/97 Ck # 962.

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 4/14 - 3 pages \$13.50
2ND PRELIMINARY- PER PAGE 4/28/97 - 4.11 \$18.00
3RD PRELIMINARY- PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____
TOTAL \$ 31.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 4/14/97 \$ 35.00
2ND PRELIM. 4/28/97 \$ 35.00
3RD PRELIM. \$ _____
PUBLIC HEARING \$ _____
PUBLIC HEARING (CONT'D) \$ _____
TOTAL \$ 70.00

MISC. CHARGES:

..... \$ _____
TOTAL \$ 101.50

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$ _____
REFUND DUE TO APPLICANT \$198.50

Date 5/12, 1997

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Famela Vanillo and DR

Pamela Santillo and
Joseph Santillo, Jr.

3 Elizabeth Lane
New Windsor, N.Y. 12553

Charge: ZBA

DATE

CLAIMED

ALLOWED :

5/12

Refund of Escrow # 97-16.

198 50

Approved: Patricia A. Banha
ZBA.

ZBA.



JOSEPH P. SANTILLO, JR.
PAMELA J. SANTILLO
3 ELIZABETH LANE PH. 914-567-0933
NEW WINDSOR, NY 12553

50-883
219 302

961

April 14, 1997

Pay to the order of Town of New Windsor \$ 50.00

fifty and 00/100 Dollars

KEY BANK OF NEW YORK

ROUTE 32

VALES GATE, NY 12584

VALES GATE OFFICE 302

For ZBA #92-16

Pamela J. Santillo

0021906934 323020007338 0961



JOSEPH P. SANTILLO, JR.
PAMELA J. SANTILLO
3 ELIZABETH LANE PH. 914-567-0933
NEW WINDSOR, NY 12553

50-883
219 302

962

April 14, 1997

Pay to the order of Town of New Windsor \$ 300.00

Three hundred and 00/100 Dollars

KEY BANK OF NEW YORK

ROUTE 32

VALES GATE, NY 12584

VALES GATE OFFICE 302

For ZBA #92-16

Pamela J. Santillo

0021906934 323020007338 0962

In the Matter of the Application of

JOSEPH SANTILLO

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCES**

#97-16

WHEREAS, JOSEPH SANTILLO, 3 Elizabeth Lane, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 10 ft. side yard variance for an existing deck and 4 ft. rear yard variance for existing shed at the above residence in a R-3 zone; and

WHEREAS, a public hearing was held on the 28th day of April, 1997 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared before the Board on his own behalf for this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor of or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.
2. The evidence presented by the Applicant showed that:
 - (a) The property is a one family home located in a neighborhood of one family homes.
 - (b) The deck has been existing for approximately 8 years and the shed for a longer period before the present owner owned the property.
 - (c) A building permit was obtained for the construction of the deck.
 - (d) In order to construct the deck, no trees or foliage were removed.

(e) There are no complaints on file with respect to either structure.

(f) The deck is necessary for the occupants of the house, being directly adjacent to the rear exit of the house. If the deck were not there then persons exiting the house would encounter a significant safety hazard.

(g) The shed is anchored to the ground on a concrete slab making its movement unfeasible and impractical.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 10 ft. side yard for an existing deck and a 4 ft. rear yard variance for an existing shed located at the above-referenced property in an R-3 zone as sought by the Applicants in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: June 23, 1997.

Chairman

Date 5/9/97, 19....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 1168 N. Drury La DR.
Wenburgh, NY 12550

DATE			CLAIMED	ALLOWE
4/26/97		Zoning Board Mtg	75 00	
		Minutes - Misc - 2		
		Catanzaro - 11		
		Scaglione - 8		
		Santello - 4 18.00		
		Bila - 4		
		29 pp	130 50	
			205 50	

PUBLIC HEARINGS:

SANTILLO, JOSEPH

MR. NUGENT: Request for 10 ft. side yard for existing deck and 4 ft. rear yard variances for existing shed at 3 Elizabeth Lane in R-4 zone.

Mr. Joseph Santillo appeared before the board for this proposal.

MR. NUGENT: I don't believe there is any one here in the audience for Joseph Santillo. Let the record show that there is no one here.

MR. SANTILLO: Do you want me to explain what I did last time, why I want to do it?

MR. NUGENT: Yes.

MR. SANTILLO: I need a variance for purposes of refinancing.

MS. BARNHART: That is good enough, we don't want to confuse the issue.

MR. KANE: How long has the deck been there?

MR. SANTILLO: Eight years and shed has been there before I bought the house.

MR. KRIEGER: Do you have a building permit to put it up?

MR. SANTILLO: No, I didn't.

MR. NUGENT: For the shed or for the deck?

MR. SANTILLO: For the deck I did and the shed was existing when I bought the house.

MR. KANE: So even though it's a self-created hardship, it would be financial strain to take that deck down and move it?

MR. SANTILLO: Yes, it would be.

MR. KANE: Did you in any way cut down any trees or disturb any foliage or create any water hazards in building that deck?

MR. SANTILLO: No.

MR. KANE: Mike, is the deck as you know it up to code?

MR. BABCOCK: I don't have any indication that we have even been there. Do you know if the building department has been out and looked at the deck?

MR. SANTILLO: I don't know.

MR. SANTILLO: They must of if they denied a permit.

MR. BABCOCK: No, I think we did based on the records knowing we denied it based on the records knowing that it is too close to the property line, we really don't want to go out and tell him him start fixing spindles if he's not successful at the zoning board, then he's wasting money.

MR. KRIEGER: Look at the pictures, deck looks like it's three feet off the ground.

MR. SANTILLO: Maybe 18 inches tops.

MR. KRIEGER: There's a door from the house that enters onto the deck, isn't there?

MR. SANTILLO: Yes.

MR. KRIEGER: And if the deck weren't there somebody walking out the door would--

MR. SANTILLO: Underneath there's concrete steps and a slab.

MR. KRIEGER: For someone stepping out the door, if the deck was not there, stepping out the door might be a tripping or safety hazard?

MR. SANTILLO: Yes.

MR. KANE: Are other homes in your area have similar decks and shed on your property?

MR. SANTILLO: Yeah, they all have sheds, some have decks.

MR. KANE: So it conforms with the environment?

MR. SANTILLO: Yes.

MR. KRIEGER: And yours is a one family home in a neighborhood of one family homes?

MR. SANTILLO: Yes.

MR. KRIEGER: That shed do you have any idea, you said it was on the property when you bought it, how is it anchored to the ground?

MR. SANTILLO: It's on a concrete slab.

MR. TORLEY: So moving it would be impractical?

MR. SANTILLO: Yes.

MR. REIS: Pat, did you get any negative feedback from the letters?

MS. BARNHART: No, we sent out 24 letters to adjacent property owners, we got one back unclaimed. I have no negative anything.

MR. NUGENT: Any further questions? I'll accept a motion.

MR. KANE: I move that we approve the request for ten foot side yard variance for existing deck and four foot rear yard variance for existing shed at 3 Elizabeth Lane for Joseph Santillo.

MR. REIS: Second it.

ROLL CALL

April 28, 1997

24

MR. REIS
MR. KANE
MR. TORLEY
MR. NUGENT

AYE
AYE
AYE
AYE

Date 4/14/97, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 168 N. Drury Lane DR.
Newburgh, NY 12550

TB		CLAIMED	ALLOWED
#17	Zoning Board Meeting	75 00	
	Misc - 3		
	Santillo - 3 13.50		
	Tarsio - 3		
	Petro Metals - 4		
	Lomartere - 3		
	Morfe - 2		
	Lanthier - 2		
	Dietz - 3		
	<u>23 pgs</u>	<u>103 50</u>	
	<u>James V. Varga</u>	<u>178 50</u>	

April 14, 1997

2

PRELIMINARY MEETING:

SANTILLO, JOSEPH

MR. NUGENT: Request for 10 ft. side yard variance for existing deck and 4 ft. rear yard variance for existing shed at 3 Elizabeth Lane in R-4 zone.

Mr. Joseph Santillo appeared before the board for this proposal.

MR. SANTILLO: I'd like to get a variance for refinancing purposes.

MS. OWEN: Was this deck and shed there when you bought the house?

MR. SANTILLO: Deck was existing when I bought the house and shed I put up eight years ago.

MR. NUGENT: You can't move the shed four feet?

MR. SANTILLO: No, it's on a slab, we bought the house in '88 it was already there I guess they let it slip by.

MR. NUGENT: Existing deck, is the concrete pad at grade level?

MR. SANTILLO: Underneath it.

MR. NUGENT: Wood up on top of it?

MR. SANTILLO: Yes, about ten inches on top.

MR. TORLEY: Ten inches?

MR. SANTILLO: Yes.

MR. REIS: Do either of these structures affect your neighbors in any way?

MR. SANTILLO: No.

MR. TORLEY: I'm not sure that you have got the right

April 14, 1997

3

dimensions for the encroachment on the side yard, this is not, clearly this concrete pad is--

MR. SANTILLO: That concrete pad is existing.

MR. TORLEY: But you're looking for a four foot, ten foot side yard variance, the zone requires side yard of what?

MR. NUGENT: 15.

MR. TORLEY: Sure looks like you're going to be a lot less than ten feet where the deck is, that corner of the concrete pad it's showing 11'2" at the corner of the house.

MR. BABCOCK: Right.

MR. TORLEY: You have got the same map so it looks like we're going to need more of a variance than what was requested.

MR. BABCOCK: Well, we're, he's saying he's five foot, he needs a 10 foot variance, saying he's five feet.

MR. TORLEY: Doublecheck your measurement.

MR. SANTILLO: It's more like four.

MS. BARNHART: Re-measure just to be sure.

MR. TORLEY: If you asked for five foot variance and turns out you need five foot three variance, you're back here.

MR. BABCOCK: Larry, what we're saying is that this deck is five feet from the property line.

MR. NUGENT: On the back corner.

MR. BABCOCK: Right.

MR. REIS: Requiring a ten foot variance?

MR. NUGENT: Right. Sure about that?

April 14, 1997

4

MR. SANTILLO: I think it's a little less than that so--

MR. TORLEY: Doublecheck your measurements.

MR. NUGENT: Any further questions by the board? If not, I'll accept a motion.

MR. TORLEY: I move we set up Mr. Santillo for his public hearing.

MR. REIS: Second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. TORLEY: The lawyer would have asked you to bring, at the public hearing to bring your deed or title policy.

MS. BARNHART: I already have all of that down.

MR. TORLEY: You're so thorough.

MS. BARNHART: Thank you very much.

MR. NUGENT: You're all set.

MR. SANTILLO: Thank you very much.

Prelim.
Apr. 14, 1997.
#97-16

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

Deck
2 variances

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: APRIL 2, 1997

APPLICANT: JOSEPH SANTILLO
3 ELIZABETH LANE
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: APRIL 2, 1997

FOR (BUILDING PERMIT): EXISTING DECK

LOCATED AT: 3 ELIZABETH LANE

ZONE: R-3

DESCRIPTION OF EXISTING SITE: SECTION: 33, BLOCK: 1, LOT: 24

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING DECK DOES NOT MEET MINIMUM 15FT. SIDE YARD SET-BACK.

[Signature]
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-3	USE A-9 (F)	
REQ'D SIDE YD	15FT.	5FT. 10FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

N/F MASON

$N 60^{\circ} 58' W$

REMAINS STONE WALL

100.0'

16.1'

METAL SHED

IRON PIPE FOUND

$N 07^{\circ} 57' W$

N

N/F EVANGELISTO

N/F BARBERO

$S 1 E^{\circ} 10 S$

28.1'

35.8'

PAVED DRIVE

DWELLING

CONC. PAD

11.2'

147.10'

WALL

IRON PIPE FOUND

$S 18^{\circ} 27' E$

105.0'

ELIZABETH

LANE

OVERHEAD UTILITY LINE & POLE

L
S
D
A
J
R

12-1-85

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Joseph & Pamela Santillo

Address 3 ELIZABETH LN NEW WINDSOR, N.Y 12553 Phone 567-0933

Mailing Address SAME AS ABOVE

Name of Architect —

Address — Phone —

Name of Contractor —

Address — Phone —

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

FOR OFFICE USE ONLY

Building Permit # _____

1. On what street is property located? On the East side of MT AIRY/BETHLEHEM R.N.
(N,S,E or W)
and _____ feet from the intersection of _____
2. Zone or use district in which premises are situated RESIDENTIAL R-3 Is property a flood zone? Y _____ N X
3. Tax Map Description: Section 33 Block 1 Lot 24
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 - a. Existing use and occupancy _____
 - b. Intended use and occupancy A-1
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐
6. Is this a corner lot? NO
7. Dimensions of entire new construction. Front _____ Rear _____
Existing Deck 25X14
Depth _____ Height _____ No. of stories _____
8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____
 Number of bedrooms _____ Baths _____ Tubs _____
 Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
 If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost _____ Fee \$50
(To be Paid on this Application)
11. School District NEWBURN Schools

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

2 / 27 / 1997

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi, Ernst Schmidt
New Windsor Town Hall
355 Union Avenue
New Windsor, New York 12553
(914) 564-4618 563-4618
(914) 563-4693 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☐

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

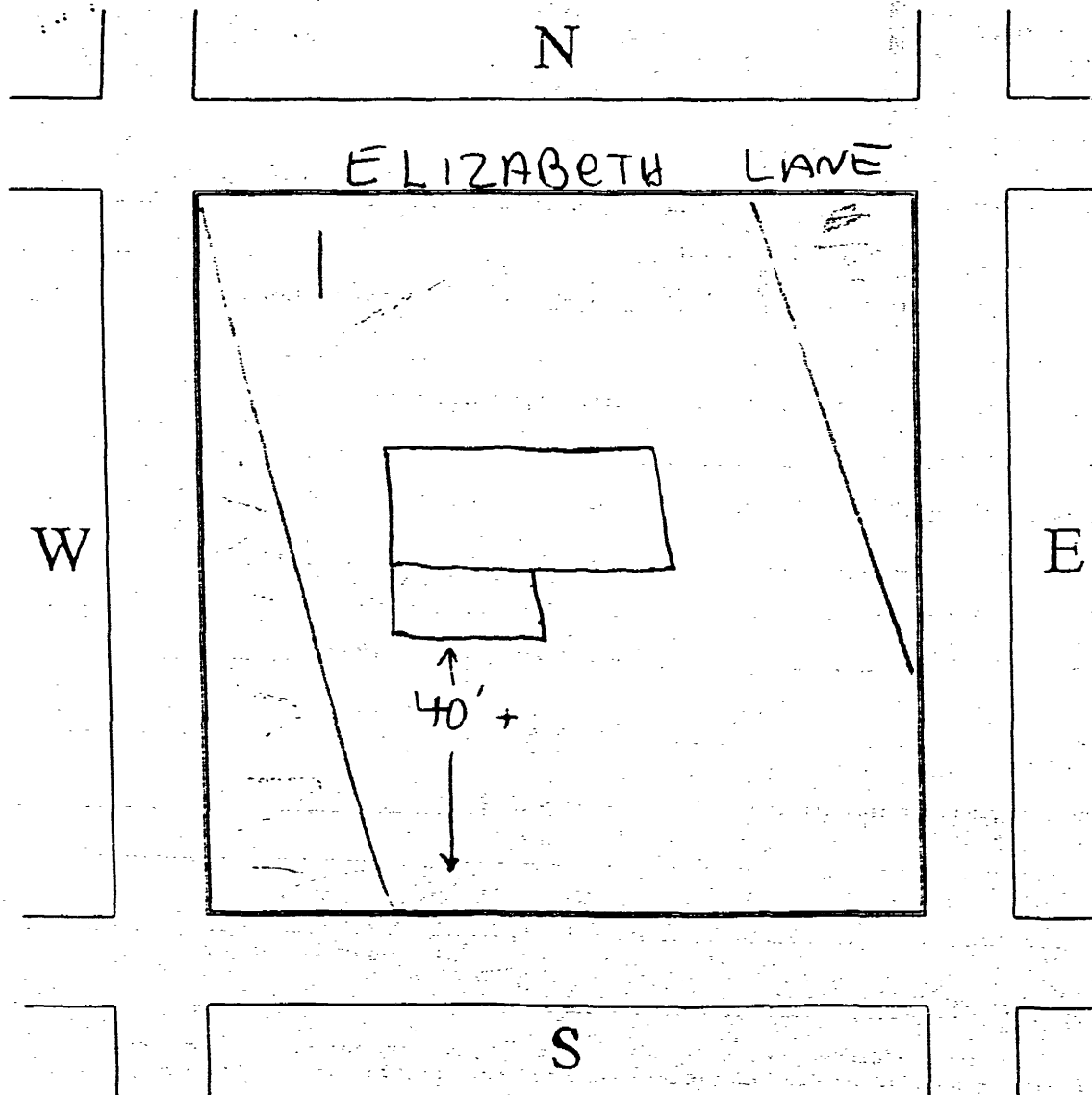

(Signature of Applicant)

3 ELIZABETH LN
(Address of Applicant)

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.



33-1-24

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

*Shed
2 Variances*

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: APRIL 2, 1997

APPLICANT: JOSEPH SANTILLO
3 ELIZABETH LANE
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: APRIL 2, 1997

FOR (BUILDING PERMIT): EXISTING SHED

LOCATED AT: 3 ELIZABETH LANE

ZONE: R-3

DESCRIPTION OF EXISTING SITE: SECTION: 33, BLOCK: 1, LOT: 24

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING METAL SHED DOES NOT MEET MINIMUM 10FT. REAR YARD SET-BACK.

[Signature]
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-3 USE 48-14-A-1-B		
REQ'D REAR YD. 10FT	6FT.	4FT

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

12-1-85

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

When excavating is complete and footing forms are in place (before pouring.)

Foundation inspection. Check here for waterproofing and footing drains.

Inspect gravel base under concrete floors and underslab plumbing.

When framing is completed and before it is covered from inside and plumbing rough-in.

Insulation.

Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time.

Well water test required and engineer's certification letter for septic system required.

Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.

\$50.00 charge for any site that calls for the inspection twice.

Permit number must be called in with each inspection.

There will be no inspections unless yellow permit card is posted.

Sewer permits must be obtained along with building permits for new houses.

Septic permit must be submitted with engineer's drawing and perc test.

Road opening permits must be obtained from Town Clerk's office.

All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Joseph & Pamela Santillo

Address 3 ELIZABETH LN NEW WINDSOR, N.Y 12553 Phone 567-0933

Mailing Address SAME AS ABOVE

Name of Architect —

Address — Phone —

Name of Contractor —

Address — Phone —

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

FOR OFFICE USE ONLY

Building Permit # _____

1. On what street is property located? On the East side of MT AIRY/BETHLEHEM R.D.
(N,S,E or W)
and _____ feet from the intersection of _____
2. Zone or use district in which premises are situated RESIDENTIAL R-3 Is property a flood zone? Y _____ N X
3. Tax Map Description: Section 33 Block 1 Lot 24
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 - a. Existing use and occupancy _____
 - b. Intended use and occupancy _____
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐
6. Is this a corner lot? NO
7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____
8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____
 Heating Plant Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
 If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost _____ Fee \$50
(To be Paid on this Application)
11. School District NEWBURN Schools

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

2 / 27 / 1997

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi, Ernst Schmidt
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 564-4618 563-4618
(914) 563-4693 FAX

Bldg Insp Examined FL
Fire Insp Examined _____
Approved _____
Disapproved ✓
Permit No. 4-2-97

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☒

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Joseph P. Santillo
(Signature of Applicant)

3 ELIZABETH LN
(Address of Applicant)

PLOT PLAN

NOTE:

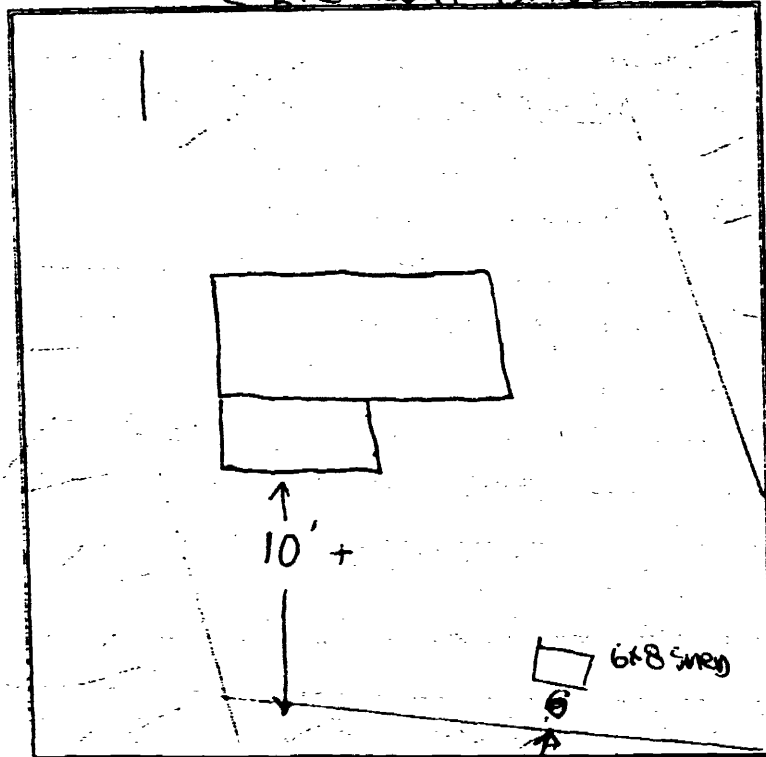
Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines

N

ELIZABETH LANE

W

E



S

33-1-24

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

Joseph & Pamela Santello,
Applicant.

**AFFIDAVIT OF
SERVICE BY
MAIL**

#97-16.

**STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)**

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on April 16, 1997, I compared the 24 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

**Sworn to before me this
16 day of April, 1997.**

Mary Ann Hotaling
Notary Public

**MARY ANN HOTALING
Notary Public, State of New York
No. 01HO5062877
Qualified in Orange County
Commission Expires July 8, 1998**

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

97-16.

Date: 4/15/97.

I. ✓ Applicant Information:

- (a) Santillo, Joseph + Pamela, 3 Elizabeth Lane x
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-3. 3 Elizabeth Lane 33-1-24 .38 ✓
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NDNE
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? Dec. 1988
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____

(b) ^{N/A} The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) ^{N/A} Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. F&G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>15 ft.</u>	<u>5 ft.</u>	<u>10 ft. (Deck)</u>
Reqd. Rear Yd. <u>10 ft.</u>	<u>6 ft.</u>	<u>4 ft. (shed)</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.	<u>✓</u>	
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance:

No changes to the neighborhood are proposed; No detriment to nearby properties; benefit sought cannot be achieved by any other method; area variances are not substantial; No effect or impact on the physical or environmental conditions in district; hardship was partially self-created as shed was in place when Applicants purchased land.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

(See V on previous page.)

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$50.00 and the second check in the amount of \$300.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: April 15, 1997

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Marcela J. Santillo
(Applicant)

Sworn to before me this
14th day of April, 1997.

Joseph P. Sattis

XI. ZBA Action:

(a) Public Hearing date: _____

MARY MacENTEE
Notary Public, State of New York
Qualified in Orange County
4969971
Commission Expires July 30, 1998

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)



JOSEPH P. SANTILLO, JR.
PAMELA J. SANTILLO
3 ELIZABETH LANE PH. 914-567-0933
NEW WINDSOR, NY 12553

50-683
219 302

961

April 14, 1997

Pay to the order of Town of New Windsor \$50.00
fifty and 00/100 Dollars

KEY BANK OF NEW YORK

ROUTE 32
VALES GATE, NY 12584
VALES GATE OFFICE 302

For ZBA #92-16

Pamela J. Santillo

⑆021906934⑆ 323020007338⑈ 0961



JOSEPH P. SANTILLO, JR.
PAMELA J. SANTILLO
3 ELIZABETH LANE PH. 914-567-0933
NEW WINDSOR, NY 12553

50-683
219 302

962

April 14, 1997

Pay to the order of Town of New Windsor \$300.00
three hundred and 00/100 Dollars

KEY BANK OF NEW YORK

ROUTE 32
VALES GATE, NY 12584
VALES GATE OFFICE 302

For ZBA #92-16

Pamela J. Santillo

⑆021906934⑆ 323020007338⑈ 0962

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 16

Request of Joseph Santillo & Pamela Santillo

for a VARIANCE of the Zoning Local Law to permit:

existing deck and shed with insufficient side &
rear yards;

being a VARIANCE of Section 48-12-Table of Use/Bulk.
Regs. - Cols. F & G.

for property situated as follows:

3 Elizabeth Lane, New Windsor, N.Y.

known as tax lot Section 33 Block 1 Lot 24.

SAID HEARING will take place on the 28th day of April,
1997, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

James Nugent
Chairman

ALTA Owner's Policy
(10-21-87)
FTWC-500

POLICY OF TITLE INSURANCE



ISSUED BY

Policy No. ZZ 103759

Title No. 740-0-4023

First American Title Insurance Company of New York

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company of New York

Robert D. McEachern
AUTHORIZED SIGNATURE

Robert D. McEachern

BY:

Richard A. G. B.

PRESIDENT

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in adjoining streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection laws filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "inmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would enable a purchaser of the estate or interest described in Schedule A to recover damages or obtain a decree of quiet title or other relief by reason of the obligation to defend the title.

the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, shall terminate any liability of the Company under this policy as to that claim.

6. OPTION TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter assumed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

ALTA Owner's Policy
(10-21-87)
Schedule A
FTWC-501

First American Title Insurance Company of New York

SCHEDULE A

Title No. 740-0-4023

Policy No. ZZ 103759

Amount of Insurance \$ 110,000.00

Date of Policy December 6, 1988

1. Name of insured: JOSEPH P. SANTILLO and PAMELA J. CARMAN, as joint tenants

2. The estate or interest in the land which is covered by this policy is: fee simple

3. Title to the estate or interest in the land is vested in:
a Deed dated 12/6/88 made by Irene Miller to the Insured and recorded in the Orange County Clerk's Office;

4. The land referred to in this policy is described as follows:

First American Title Insurance Company of New York

SCHEDULE A

Title No. 740-0-4023

Policy No. ZZ 103759

Amount of Insurance \$ 110,000.00

Date of Policy December 6, 1988

1. Name of insured: JOSEPH P. SANTILLO and PAMELA J. CARMAN, as joint tenants
2. The estate or interest in the land which is covered by this policy is: fee simple
3. Title to the estate or interest in the land is vested in:
a Deed dated 12/6/88 made by Irene Miller to the Insured and recorded in the Orange County Clerk's Office.
4. The land referred to in this policy is described as follows:
See "Schedule A" annexed hereto

First American Title Insurance Company of New York

SCHEDULE B

Title No. 740-0-4023

Policy No. ZZ 103759

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Survey by Anthony D. Valdina, dated 11/15/88, shows dwelling with concrete pad at rear, metal shed and the following:
 - a. paved driveway and walk run from dwelling to Elizabeth Lane
 - b. stone wall along a portion of Northerly line; remains of stone wall along Southerly line
 - c. utility service lines run to dwelling from pole in street
2. Covenants and Restrictions in Liber 1963 page 872. Company affirmatively insures that same are not violated by the improvements shown on the survey used herein and that future violation will not result in forfeiture or reversion of title.
3. Utility line easements in Liber 1281 page 41; the exercise of rights therein will not interfere with the use and occupancy of the dwelling shown on the survey used herein.
4. Mortgage dated 12/6/88 in the amount of \$88,000.00 made by the Insured to Onondaga Savings Bank and recorded in the Orange County Clerk's Office on 12/13/88 in Liber 3278 page 125.

*First American Title Insurance Company
of New York*

Title No. 740-0-4023

SCHEDULE A

- Amended -

ALL that certain piece or parcel of land lying, situate and being in the Town of New Windsor, County of Orange and State of New York, being more particularly described as follows:

BEGINNING at an iron pipe found on the southerly line of Elizabeth Lane and at the northwesterly corner of the herein described premises; and running thence, along the southerly line of said lane, S 78° 27' E 105.0' to a point at the northeasterly corner of said premises; thence leaving the said line of lane and along the line of lands now or formerly of Evangelisto, S 01° 37' E 173.25' to a point in the remains of a stone wall and in the line of lands now or formerly of Mason; thence along said line and stone wall, N 60° 58' W 100.0' to an iron pipe found at the southwesterly corner of said premises; thence along the line of lands now or formerly of Barbero, N 07° 57' W 147.10' to the point or place of beginning.

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

FOR
CONVEYANCING
ONLY

TOGETHER with all the right, title and interest of the party of the first party, of, in and to the land lying in the street in front of and adjoining said premises.

First American Title Insurance Company of New York

NEW YORK ENDORSEMENT (OWNER'S POLICY)

to be attached to Policy No. ZZ 103759

Title No. 740-0-4023

1. The following is added to the insuring provisions on the face page of this policy:

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."

"(e) Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy."

CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes

der of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or, (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantee other policies of insurance or bonds, notwithstanding terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, service of the Company in connection with its issuance, the breach of a policy provision or other obligation, arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of the Company or the insured. All arbitrable matters when Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under Rules in effect on the date the demand for arbitration is made, or, at the option of the insured, the Rules in effect at the Date of Policy shall be binding upon the parties. The award shall include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, attached hereto by the Company is the entire policy contract between the insured and the Company. In inter any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not on negligence, and which arises out of the status of the estate or interest covered hereby or by any act setting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held unenforceable under applicable law, the policy deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHEN SENT.

All notices required to be given the Company statement in writing required to be furnished the Company shall include the number of this policy and addressed to the Company at 1050 Franklin Avenue City, New York 11530.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553
Telephone: (914) 563-4633
Fax: (914) 563-4693

OFFICE OF ASSESSOR FOR TOWN

25

April 11, 1997

Joseph and Pam Santillo
3 Elizabeth Lane
New Windsor, N. Y. 12553

Re: Tax Map Parcel 33 - 1 - 24

Dear Mr. and Mrs. Santillo:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's Office.

Sincerely,

LESLIE COOK
Sole Assessor

LC/pab

cc: Pat Barnhart, ZBA

Cosimo Dibrizzi
647 Little Britain Road
New Windsor, N. Y. 12553

Lo-Rac Fuel Corp.
645 Little Britain Road
New Windsor, N. Y. 12553

Park, Fly & Drive, Inc.
P. O. Box 247
Vails Gate, N. Y. 12584

Donald C. & Gisela Ayers
107 Mt. Airy Road
New Windsor, N. Y. 12553

Daniel A. & Kim B. Marshall
109 Mt. Airy Road
New Windsor, N. Y. 12553

Gerard A. & Marie T. Bennett
2 Elizabeth Lane
New Windsor, N. Y. 12553

Davis Ogden
4 Elizabeth Lane
New Windsor, N. Y. 12553

John & Karen McDermott
6 Elizabeth Lane
New Windsor, N. Y. 12553

Frank & Claudia Puzzillo
Salvadore Ibarra
8 Elizabeth Lane
New Windsor, N. Y. 12553

Fred & Mary M.G. DeRico
10 Elizabeth Lane
New Windsor, N. Y. 12553

James J. & Mary Garofolo
12 Elizabeth Lane
New Windsor, N. Y. 12553

Albert & Patricia Domalavage
14 Elizabeth Lane
New Windsor, N. Y. 12553

Rickie A. & Eilee Yanko
16 Elizabeth Lane
New Windsor, N. Y. 12553

Theoharis Spyropoulos
7 Elizabeth Lane
New Windsor, N. Y. 12553

Carol A. Owen
18 Elizabeth Lane
New Windsor, N. Y. 12553

Ernest J. & Janice Plante
129 Mt. Airy Road
New Windsor, N. Y. 12553

Herbert Mason
110 Mt. Airy Road
New Windsor, N. Y. 12553

Sam Iannolo, Jr.
5 Elizabeth Lane
New Windsor, N. Y. 12553

Paul & Angela Barbero
1 Elizabeth Lane
New Windsor, N. Y. 12553

Winthrop D. Johns
9 Elizabeth Lane
New Windsor, N. Y. 12553

Gregory A. & Coleen B. Morris
11 Elizabeth Lane
New Windsor, N. Y. 12553

Henry Stellwag
308 Route 207
New Windsor, N. Y. 12553

Peter & Sophia Karnaveros
124 Mt. Airy Road
New Windsor, N. Y. 12553

Silver Stream, Inc.
614 Little Britain Road
New Windsor, N. Y. 12553

Sisters of the Presentation of
Blessed Virgin Inc.-Mt. St. Joseph
Route 207
New Windsor, N. Y. 12553

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

IRENE MILLER

HORIZON ABSTRACT CORP.

TO
JOSEPH P. SANTILLO

PAMELA J. CARMAN

RECORD AND RETURN TO:
(Name and Address)JAMES K LOEB, ESQ.
ONE CORWIN COURT
PO BOX 1479
NEWBURGH, NY 12550ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 065668 DATE 12-6-88 AFFIDAVIT FILED 19INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BG20 Blooming Grove ☐
 CH22 Chester ☐
 CO24 Cornwall ☐
 CR26 Crawford ☐
 DP28 Deerpark ☐
 GO30 Goshen ☐
 GR32 Greenville ☐
 HA34 Hamptonburgh ☐
 HI36 Highland ☐
 MK38 Minisink ☐
 ME40 Monroe ☐
 MY42 Montgomery ☐
 MH44 Mount Hope ☐
 NT46 Newburgh (T) ☐
 NW48 New Windsor ☒
 TU50 Tuxedo ☐
 WL52 Wallkill ☐
 WK54 Warwick ☐
 WA56 Wawayanda ☐
 WO58 Woodbury ☐
 MN09 Middletown ☐
 NC11 Newburgh ☐
 PJ13 Port Jervis ☐
 9999 Hold ☐

SERIAL NO. _____

Mortgage Amount \$ _____

Exempt Yes ☐ No ☐3-6 Cooking Units Yes ☐ No ☐

Received Tax on above Mortgage

Basic \$ _____

MTA \$ _____

Spec. Add. \$ _____

TOTAL \$ _____

MARION S. MURPHY
Orange County Clerk

by: _____

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 13th day of Dec. 19 88 at 1:38
Deed O'Clock 15 M. in Liber/Film 3054
 at page 58 and examined.

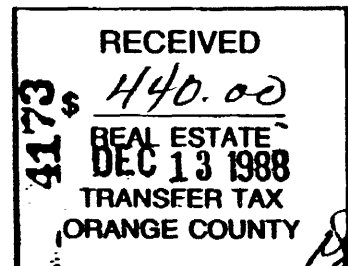
Marion S. Murphy
 County Clerk

CHECK ☒ CASH ☐ CHARGE ☐

MORTGAGE TAX \$ _____

TRANSFER TAX \$ 440-RECORD. FEE \$ 14-REPORT FORMS \$ 5-

CERT. COPIES \$ _____



TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:
C. J. Miller, Clerk of Court
J. C. Miller, Clerk of Court
J. C. Miller, Clerk of Court
J. C. Miller, Clerk of Court

Irene Miller
IRENE MILLER

ORANGE

221

STATE OF NEW YORK, COUNTY OF

221

On the 6th day of December 1988, before me personally came

IRENE MILLER

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.



NOTARY PUBLIC

FREDERICK G. GORSS
Notary Public, State of New York
No. 4600699
Qualified in Orange County
Commission Expires February 28, 1989

STATE OF NEW YORK, COUNTY OF

221

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

221

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE No. 740-0-4023

IRENE MILLER

TO

JOSEPH P. SANTILLO and PAMELA J.
CARMAN

SECTION 33

BLOCK 1

LOT 24

COUNTY OR TOWN of New Windsor

RETURN BY MAIL TO:

James R. Loeb, Esq.
DRAKE, SOMMERS, LOEB, TARSHIS &
CATANIA, P.C.
One Corwin Ct., P.O. Box 1479
Newburgh, NY Zip No. 12550

Reserve this space for use of Recording Office.

LIBER 3054 PAGE 61

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 6th day of December, nineteen hundred and eighty-eight
BETWEEN IRENE MILLER, residing at R.D.#1, Box 107, St. Andrews Road,
 Walden, New York 12586

party of the first part, and JOSEPH P. SANTILLO and PAMELA J. CARMAN, as Joint
 Tenants with right of survivorship, residing at 245 Danlher Avenue,
 New Windsor, New York 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN AND NO/100-----(\$10.00)-----dollars,

lawful money of the United States, and other valuable considerations paid
 by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
 successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
 lying and being in the Town of New Windsor, County of Orange and State of New
 York, being more particularly bounded and described as follows:

(yd) **BEGINNING** at an iron pipe found on the southerly line of Elizabeth Lane and at the northwesterly corner of the herein described premises; and running thence, along the northerly line of said lane, South 78 degrees 27 minutes East 105.0 feet to a point at the northeasterly corner of said premises; thence leaving the said line of lane and along the line of lands now or formerly of Evangelisto, South 01 degree 37 minutes East 173.25 feet to a point in the remains of a stone wall and in the line of lands now or formerly of Mason; thence along said line and stone wall, North 60 degrees 58 minutes West 100.0 feet to an iron pipe found at the southwesterly corner of said premises; thence along the line of lands now or formerly of Barbero, North 07 degrees 57 minutes West 147.10 feet to the point or place of **BEGINNING**.

SUBJECT TO any grants, easements and right-of-ways of record, if any.

BEING THE SAME PREMISES conveyed by Deed dated December 6, 1973 from George Miller and Irene Miller, husband and wife, to Irene Miller, and duly recorded in the Orange County Clerk's Office on December 7, 1973 in Liber 1963 of Deeds cp 872.